SOUTHERN DISTRICT OF N			
		x : : ORDER	ļ
ENTESAR OSMAN KASHEF	et al.,	:	_
	Plaintiffs,	: : 16 Civ. 3228 (AKH)
-against-		:	
		:	
BNP PARIBAS SA, et al.,		: :	
	Defendants.	:	
ALVIN K. HELLERSTEIN, U.		x	

TRUTTED OT ATTO DIGTEDIATE AND IDT

I previously held that Defendants' plea of guilty in *United States v. BNP Paribas*, 14 Cr. 460 (S.D.N.Y.), and its admissions are generally admissible, subject to agreement, or further order, as to the precise statements that could be read to the jury. *See* ECF No. 701; *see also Kashef v. BNP Paribas*, *S.A.*, 16 Civ. 3228 (AKH), 2025 U.S. Dist. LEXIS 69747 (S.D.N.Y. Apr. 11, 2025), at *23-28. I ordered the parties to submit a table describing each such statement, and the parties' respective positions. They have done so. *See* ECF No. 715.

My rulings resolving their disagreements are shown by cross-outs and redactions on the table they submitted, and are attached as part of this Order.

Plaintiffs, by June 24, 2025, shall file a single document reciting, passage by passage, the statements eligible to be read to the jury, according to my rulings. The next step is to eliminate redundancies and cumulative admissions. Again, the parties shall prepare a table showing their agreement and disagreements, eliminating redundancies and cumulative statements, and reducing the admissions to just those that will be admissible and readable to the jury. The parties shall file this revised table, via ECF, by July 8, 2025.

As additional explanation: Defendants' plea agreement, ECF No. 715-1, is not a statement of facts, and is itself irrelevant and cumulative. *See* Fed. R. Evid. 401, 403. And the sentencing hearing transcripts, ECF No. 715-3, -4, are a long colloquy, repetitive of the Statement of Facts, and cumulative and confusing to the jury. *See* Fed. R. Evid. 403.

Defendants seek to admit paragraphs 30, 34 and 35 of the Statement of Facts, describing certain conduct on the advice of counsel. They are not admissible. They are neither party-opponent admissions under Fed. R. Evid. 801(d)(2), nor statements against interest under Fed. R. Evid. 804(b)(3), since they are offered in the declarant's favor as relevant to Defendants' case. Defendants' argument that the Rule of Completeness, Fed. R. Evid. 106, supports their admission, *see* ECF No. 713, is not meritorious. Rule 106 requires courts to admit the entirety of a statement only "where admission of the statement in redacted form distorts its meaning or excludes information substantially exculpatory of the declarant." *United States v. Thiam*, 934 F.3d 89, 96 (2d Cir. 2019) (quoting *United States v. Benitez*, 920 F.2d 1080, 1086-87 (2d Cir. 1990)). But here, that is not the case, since the paragraphs offered by Plaintiffs are fully understandable. Admitting extra paragraphs favored by Defendants would serve only to confuse and mislead the jury. Accordingly, I exclude these items from evidence in their entirety.

SO ORDERED.

Dated:

June **2025**

New York, New York

United States District Judge

Stipulated Statement of Facts Text Plaintiffs' Position and Reasoning	Reasoning
NNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK Context and background for the following stipulated facts.	Redact this text in full. This case caption and heading refers to a criminal proceeding resulting in a
UNITED STANS OF AMERICA	plea. It is not relevant to the Swiss tort in this case, may
V	confuse the jury as to the applicable law, and would
BNP PARIBAS, S.A.	unfairly prejudice BNPP.
Defendant.	
STATEMENT OF FACTS	
The parties stipulate that the allegations in Count One of the Federal Information, the allegations in Count One of the Federal Information, the allegations in Count One of the Federal Information, the allegations in Count One of the Paragraph in full. It is relevant and informs the jury that	

bank in France and one of the five largest banks in the subsidiary based in Geneva, Switzerland, incorporated as world. BNPP's headquarters are located in Paris, France employees and more than 34 million customers around the world in terms of total assets. It has approximately 190,000 within a CIB business line formerly called Energy syndicated loans. A significant part of this financing occurs clients with financing in the form of letters of credit and in New York, New York ("BNPP New York"), and a including branch offices in the United States headquartered branches in many countries throughout the world, petroleum gas and other commodities. among other things, providing financing related to oil, Commodities Export Project ("ECEP") that focuses on, Bank ("CIB"). Among other activities, CIB provides BNPP's core businesses is its Corporate and Investment BNPP Paribas (Suisse) S.A. ("BNPP Geneva"). One of "BNPP Paris"), and BNPP has subsidiaries, affiliates and . BNP Paribas S.A. ("BNPP"), the defendant, is the largest

Admit the paragraph in full. The should be generally admitted with which the Plaintiffs do not think some redactions and modifications to language, for Bank agrees that the paragraph there is any basis.

The size of the bank is not corporate structure is no longer permissible. Further, the accurate: BNPP Geneva is now a description of BNPP Geneva's what considerations are causing juror confusion about relevant to this case and risks the below redactions and revision. Admit the paragraph, subject to

world." million customers around the employees and more than 34 It has approximately 190,000 Redact: "in terms of total assets

subsidiary.

branch of BNP Paribas S.A., not a

Paribas (Suisse) S.A." Redact: "incorporated as BNPP

States headquartered in New as follows: "including branch incorporated as BNPP Paribas Geneva, Switzerland, York"), and a subsidiary based in branch offices in the United Revise: the phrase "including offices in the United States should be redacted and replaced (Suisse) S.A. ("BNPP Geneva")" York, New York ("BNPP New

U.S. Sanctions Laws U.S. Sanctions Laws 2. Pursuant to U.S. Iaw, financial institutions, including BNPP, are prohibited from participating in certain financial subject to U.S. economic sanctions. The United States Department of the Treasury's Office of Foreign Assets Control ("OFAC") promulgates regulations to administer and enforce U.S. laws governing economic sanctions, including regulations for sanctions related to specific countries, as well as sanctions related to Specially owned or controlled by, or acting for or on behalf of, targeted countries, as well as individuals, groups, and enfires, as well as individuals, groups, designated under sanctions programs that are not country-specific. U.S. Sanctions Laws Admit the paragraph in full. Th
--

Case 1:16-cv-03228-AKH-JW Document 715-2 Filed 06/09/25

Page 5 of 52

Parties' Joint Submission Regarding Proposed Redactions of Bank's Stipulated Statement of Facts Kashef et al v. BNP Paribas SA et al., No. 16-cv-03228

Sudan Sanctions

3. In November 1997, President Clinton, invoking the authority, *inter alia*, of the International Emergency Economic Powers Act ("IEEPA"), Title 50, United States Code, Section 1701 et seq., issued Executive Order 13067, which declared a national emergency with respect to the policies and actions of the Government of Sudan, "including centimed support for international tentrism; engoing efforts to destabilize heighboring governments."

The prevalence of human rights violations, including slavery and the denial of religious freedom." Exec. Order No. 13067 (Nov. 3, 1997). Executive Order 13067 imposed trade sanctions with respect to Sudan and blocked all property, and interests in property, of the Government of Sudan in the United States or within the possession or control of U.S. persons.¹

¹The international community also recognized the threat posed by the policies and actions of the Government of Sudan. In 2005, the United Nations Security Council recognized "the dire consequences of the prolonged conflict for the civilian population in the Darfur region as well as throughout Sudan," the "violations of human rights and international humanitarian law in the Darfur region," and the "failure of the Government of Sudan to disarm Janjaweed militiamen and apprehend and bring to justice Janjaweed leaders and their associates who have carried out human rights and international humanitarian law violations and other atrocities." U.N. Security Council Resolution 1591 (Mar. 29, 2005).

of the description of international of language and descriptions in descriptions," the Bank stipulated Tr. 29:19-30:4 (Paragraph 17 30:11-14 (Paragraph 20 purpose of the sanctions," Tr. admission that "show[s] the the footnote, with the exception every instance. Facts and agreed to the inclusion to the Stipulated Statement of Bank's comment about "selective Illustration). With regards to the The paragraph is a relevant destabilize neighboring countries terrorism and efforts to Admit the paragraph, including human rights violations in Sudan. Illustration), and shows the

Redact: "continued support for international terrorism; ongoing efforts to destabilize neighboring governments; and"

Redact the paragraph in full, including the section header.

The paragraph describes U.S. government policies that are not probative of any element of the Swiss tort at issue and risk juror confusion regarding what law applies. Even if the Court finds that the fact of BNPP's sanctions violation is probative of the Swiss law tort, collateral details regarding the specifics of the United States sanction regime and enforcement mechanisms are insufficiently probative to outweigh the risk of confusing the jury.

The paragraph also includes selective descriptions or characterizations that are unduly prejudicial.

All citations to "Tr." refer to the transcript of the motions hearing before the Court on May 20, 2025

Case 1:16-cv-03228-AKH-JW Document 715-2

Filed 06/09/25

Page 6 of 52

probative to outweigh the risk of		
mechanisms are insufficiently		
sanction regime and enforcement		
specifics of the United States		
collateral details regarding the		•
probative of the Swiss law tort,		States, were prohibited.
BNPP's sanctions violation is		processing of U.S. dollar transactions through the United
if the Court finds that the fact of		involving the U.S. financial system, including the
regarding what law applies. Even		regulations, virtually all trade and investment activities
and risks juror confusion		a license from OFAC. Under these Executive Orders and
relevant to the Swiss tort at issue	the following paragraphs rely on.	States, including U.S. financial services, to Sudan without
its elements, which are not	background for the sanctions that	unlawful to export goods and services from the United
paragraph describes IEEPA and	paragraph provides context and	regulations promulgated by OFAC pursuant to IEEPA, it is
Redact the paragraph in full. The	Admit the paragraph in full. The	5. Under Executive Orders 13067 and 13412 and related
jwy.		
outweigh the risk of confusing the		
insufficiently probative to		Exec. Order No. 13412 (Oct. 13, 2006).
enforcement mechanisms are		the petroleum and petrochemical industries in Sudan "
United States sanction regime and		the pervasive role played by the Government of Sudan in
regarding the specifics of the		security and foreign policy of the United States posed by
law tort, collateral details		practical influence, and due to the threat to the national
violation is probative of the Swiss		exercises administrative and legal authority and pervasive
that the fact of BNPP's sanctions		conflict in Darfur, where the Government of Sudan
applies. Even if the Court finds		that violate human rights, in particular with respect to the
confusion regarding what law		certain policies and actions of the Government of Sudan
Swiss tort at issue and risk juror	(Paragraph 20 Illustration).	security and foreign policy of the United States created by
probative of any element of the	sanctions," Tr. 30:11-14	13412 cited the "continuation of the threat to the national
government policies that are not	that "show[s] the purpose of the	strengthened the sanctions against Sudan. Executive Order
paragraph describes U.S.	paragraph is a relevant admission	IEEPA, issued Executive Order 13412, which further
Redact the paragraph in full. The	Admit the paragraph in full. The	4. In October 2006, President Bush, also pursuant to

York State Penal Law section 175.05, when it is done with the intent to commit another crime or to aid or conceal the commission of a crime.	7. Pursua to New York State Penal Law section 175.10, it R is a felony to Falsify Business Records, pursuant to New			Sudan.	inst	It is a crime to willfully violate, attempt to violate, conspire pa to violate, or cause a violation of regulations issued ba	
	Redact the paragraph in full.				the following paragraphs rely on.	paragraph provides context and background for the sanctions that	Admit the paragraph in full. The
law and its elements, which are not relevant to the Swiss tort at issue and risks juror confusion regarding what law applies. Even if the Court finds that the fact of BNPP's sanctions violation is probative of the Swiss law tort, collateral details regarding New York State Penal Law are insufficiently probative to outweigh the risk of confusing the jury.	Redact the paragraph in full. The paragraph describes New York	mechanisms are insufficiently probative to outweigh the risk of confusing the jury.	probative of the Swiss law tort, collateral details regarding the specifics of the United States sanction regime and enforcement	and risks juror confusion regarding what law applies. Even if the Court finds that the fact of BNPP's sanctions violation is	relevant to the Swiss tort at issue	paragraph describes U.S. law and its elements, which are not	Redact the paragraph in full. The

Case 1:16-cv-03228-AKH-JW Document 715-2

Filed 06/09/25

Page 8 of 52

Overview of the Conspiracy

sanctions laws, and the on behalf of Sanctioned Entities in violation of U.S. unknown, to knowingly, intentionally and willfully move not subject to U.S. sanctions, and others known and sanctions, including Sudan, fran and Cuba (Sanctioned entities located in or controlled by countries subject to U.S BNPP, the defendant, conspired with banks and other Emuce), other financial institutions located in countries 14. From at least 2004 up through and including 2012, معتاق,655,666,660 through the U.S. financial system crous manna anons

& billions of dollars

the extent U.S. criminal law enhance the profit and the power of the bank's knowledge and [which are] relevant to the issue methods used by the bank to try admission relating to "the The paragraph is a relevant Admit the paragraph subject to "knowing and willful" conduct 50(1), the U.S. requirement of requirement than Swiss Article imposes a different scienter government of Sudan." Tr. 30:8of the bank in relationship to the "purpose of the violations to to circumvent the sanctions the redactions identified below exceeds the burden under Swiss 10 (Paragraph 37 Illustration). 16 Illustration), and to the intention," Tr. 30:5-7 (Paragraph J

Redact:

- "Iran and Cuba"
- "at least \$8,833,600,000" and and Cuba deletions) dollars" (to account for Iran replace with "billions of
- totaling at least \$4.3 billion "including transactions that involved SDNs" (to

elements of Swiss tort law, would specific offense with a particular "conspiracy" described refers to a risks causing juror confusion unfairly prejudice BNPP, and not relevant to any of the requirement under Swiss law. It is with a different knowledge distinct from accomplice liability knowledge requirement under including the section header. The Redact the paragraph in full, U.S. criminal law, which is

probative to outweigh the risks of violation is probative of the Swiss Even if the Court finds that the confusion. unfair prejudice and jury those sanctions are insufficiently pertaining to how BNPP violated law tort, collateral details fact of BNPP's sanctions

the jury. criminal law and Swiss Article standards will inevitably confuse inapposite U.S. and Swiss legal 50(1) are distinct. Conflating The scienter requirements of U.S.

	15. In carrying out these illicit transactions, BNPP's agents and employees were acting within the scope of their duties which were intended, at least in part, to benefit BNPP.
Swiss law neither requires nor precludes the consideration of an accomplice's illicit acts. The fact that the Bank engaged in illicit, prohibited transactions—in violation of sanctions aimed at preventing human rights abuses in Sudan—is relevant to both "conscious assistance" and causation. The Bank can address any potential confusion between the Government of Sudan's illicit acts and its own through proposed jury instructions.	account for Iran and Cuba deletions) Admit the paragraph in full. The paragraph is a relevant admission relating to the "purpose of the violations to enhance the profit and the power of the bank in relationship to the government of Sudan." Tr. 30:8-10 (Paragraph 37 Illustration). The Bank's redaction of "In carrying out these illicit transactions" makes no sense in light of the Court's ruling admitting the guilty plea.
	Admit the paragraph, subject to the below redactions. This clause risks juror confusion regarding what law applies because these transactions were not "illicit" under Swiss law, the only relevant legal standard in this case, which uses the same term to refer to a different legal concept. Redact: "In carrying out these illicit transactions,"

Case 1:16-cv-03228-AKH-JW

Document 715-2

Filed 06/09/25

Page 10 of 52

Means and Methods of the Conspiracy

removed information identifying Sanctioned Entities from and other financial institutions in the United States. BNPP in U.S. dollar payment messages sent to BNPP New York conspirator Sanctioned Entities not to mention their names Sanctioned Entities in U.S. dollar payment messages sent financial institutions not to mention the names of the United States. c. BNPP instructed other co-conspirator transactions from being blocked when transmitted through Sanctioned Entities in order to prevent the illicit business purpose, to conceal the involvement of payments in highly complicated ways, with no legitimate worked with other financial institutions to structure other financial institutions in the United States. b. BNPP dollar transactions processed through BNPP New York and to conceal the involvement of Sanctioned Entities in U.S. method of payment messages, known as cover payments, following: a. BNPP intentionally used a non-transparent co-conspirators carried out the conspiracy were the 16. Among the means and methods by which BNPP and its involvement of Sanctioned Entities from BNPP New York U.S. dollar payment messages in order to conceal the United States. d. BNPP followed instructions from coto BNPP New York and other financial institutions in the and other financial institutions in the United States

to the issue of the bank's sanctions and that [are] relevant the bank to try to circumvent the relating to the "methods used by example of a relevant admission Paragraph 16 as an illustrative Admit paragraph in full. The knowledge and intention." Tr. Court has already identified

jury instructions prohibited transactions-in accomplice's illicit acts. The fact any potential confusion between preventing human rights abuses violation of sanctions aimed at that the Bank engaged in illicit, precludes the consideration of an Swiss law neither requires nor acts and its own through proposed causation. The Bank can address "conscious assistance" and in Sudan—is relevant to both the Government of Sudan's illicit

and its affiliates. These are not requirement under Swiss law. with a different knowledge specific offense with a particular "conspiracy" described refers to a component of the Swiss tort. The regarding the "illicit act" of the term may cause confusion "illicit" under Swiss law and use confusion as to the applicable and "conspiracy" risk juror the use of terms such as "illicit" Swiss tort at issue. In addition, probative of any element of the Government of Sudan ("GOS") the alleged illicit acts by the procedures that are irrelevant to paragraph describes economic including the section header. The Redact the paragraph in full, distinct from accomplice liability U.S. criminal law, which is knowledge requirement under law. The transactions were not

elements of Swiss tort law. Even collateral details pertaining to probative of the Swiss law tort, if the Court finds that the fact of It is not relevant to any of the sanctions are insufficiently how BNPP violated those BNPP's sanctions violation is

Parties' Joint Submission Regarding Proposed Redactions of Bank's Stipulated Statement of Facts Case 1:16-cv-03228-AKH-JW Document 715-2 Kashef et al v. BNP Paribas SA et al., No. 16-cv-03228 Filed 06/09/25 Page 11 of 52

confusion.	unfair prejudice and jury	probative to outweigh the risks of	

Document 715-2

Parties' Joint Submission Regarding Proposed Redactions of Bank's Stipulated Statement of Facts Kashef et al v. BNP Paribas SA et al., No. 16-cv-03228

Violations of the Sudanese Sanctions

rerview

course of its illicit conduct, BNPP processed thousands of entities access to the U.S. financial system. During the violate the U.S. embargo by providing Sudanese banks and entities as well as financial institutions outside of Sudan to predominantly through its Swiss-based subsidiary, BNPP SDNs, six of which were BNPP clients. The Sudanese U.S. dollar denominated financial transactions with 5. Geneva, conspired with numerous Sudanese banks and abuses during this time period. the Government of Sudan ("Sudanese Government Bank SDN transactions involved a financial institution owned by approximately \$4 billion, and the vast majority of these SDN transactions processed by BNPP had a value of billion, including transactions involving 18 Sudanese 17. From 2002 up through and including 2007, BNPP, l"),despite the Government of Sudan's role in supporting enctioned Entities, with a total value well in excess of \$6 committing human rights

Admit paragraph subject to the redactions below. The Court has already identified Paragraph 17 as an illustrative example of a relevant admission relating to "the human rights violations [in Sudan] and show[s] that the bank knew that the government of Sudan was committing human rights violations when it was extending financing." Tr. 29:19-30:4. Given this ruling, the Bank's other redactions make no sense.

Swiss law neither requires nor precludes the consideration of an accomplice's illicit acts. The fact that the Bank engaged in illicit, prohibited transactions—in violation of sanctions aimed at preventing human rights abuses in Sudan—is relevant to both "conscious assistance" and causation. The Bank can address any potential confusion between the Government of Sudan's illicit acts and its own through proposed jury instructions.

[Continued on next page]

Plaintiffs' injuries. by Swiss tort law-where none plaintiffs that are not relevant to abuses unrelated to the individual no connection to causation of exists. These statements also have Plaintiffs—in the sense required of the illicit acts that injured confusion as it implies knowledge knowledge. This risks juror prejudice the question of BNPP's the Swiss tort and unfairly having committed human rights characterizations of the GOS as The paragraph includes general redactions and revisions below. Admit paragraph subject to the

Even if the Court finds that the fact of BNPP's sanctions violation is probative of the Swiss law tort, collateral details pertaining to how BNPP violated those sanctions are insufficiently probative to outweigh the risks of unfair prejudice and jury confusion.

Redact:

"Violations of the Sudanese Sanctions"

Case 1:16-cv-03228-AKH-JW Document 715-2

Filed 06/09/25

Page 13 of 52

					words "Sanctioned Entities" should be redacted and replaced with the word "Sudan."	Redact: "supporting international terrorism and"
The words "Sanctioned Entities" should be redacted and replaced with the word "Sudan."	The word "providing" should be redacted and replaced with the word "provided."	Revise:	", despite the Government of Sudan's role in supporting international terrorism and committing human rights abuses during this time period."	"with a total value well in excess of \$6 billion, including transactions involving 18 Sudanese SDNs, six of which were BNPP clients. The Sudanese SDN transactions processed by BNPP had a value of approximately \$4 billion,"	"During the course of its illicit conduct,"	", conspired with numerous Sudanese banks and entities as well as financial institutions outside of Sudan to violate the

Case 1:16-cv-03228-AKH-JW Document 715-2

Filed 06/09/25

Page 14 of 52

Kashef et al v. BNP Paribas SA et al., No. 16-cv-03228 Parties' Joint Submission Regarding Proposed Redactions of Bank's Stipulated Statement of Facts

dollars' worth of U.S. dollar-based financial transactions, significantly undermining the U.S. embargo	Government of Sudan and numerous banks connected to the Government of Sudan, including SDNs, were able to access the U.S. financial system and engage in billions of	unaffiliated "satellite banks" in a way that enabled BNPP to disguise the involvement of Sanctioned Entities in U.S. dollar transactions. As a result of BNPP's conduct, the	transactions from being blocked when they entered the United States. Another method, described more fully below, entailed moving illicit transactions through	of credit for Sudanese entities, involved deliberately modifying and omitting references to Sudan in the payment messages accompanying these transactions to prevent the	18. BNPP carried out transactions with Sanctioned Entities and evaded the U.S. embargo through several means. One such method, which enabled BNPP to manage or finance hillions of dollars' worth of U.S. dollar denominated letters	
in Sudan—is relevant to both "conscious assistance" and causation. The Bank can address any potential confusion between the Government of Sudan's illicit acts and its own through proposed jury instructions.	prohibited transactions—in violation of sanctions aimed at preventing human rights abuses	precludes the consideration of an accomplice's illicit acts. The fact that the Bank engaged in illicit,	(Paragraph 16 Illustration). Swiss law neither requires nor	sanctions [which are] relevant to the issue of the bank's knowledge and intention." Tr. 30:5-7	Admit the paragraph in full. The paragraph is a relevant admission relating to "the methods used by the bank to try to circumvent the	
unfair prejudice and jury confusion.	pertaining to how BNPP violated those sanctions are insufficiently probative to outweigh the risks of	violation is probative of the Swiss law tort, collateral details	Even if the Court finds that the	Government of Sudan ("GOS") and its affiliates. These are not probative of any element of the	Redact the paragraph in full. The paragraph describes economic procedures that are irrelevant to the alleged illicit acts by the	The phrase "and the vast majority of these SDN" should be replaced with the phrase "Many of these"

Document 715-2

Filed 06/09/25

Page 15 of 52

Parties' Joint Submission Regarding Proposed Redactions of Bank's Stipulated Statement of Facts

Sudanese banks. Due to its role in financing Sudan's export also developed a business in letters of credit for the processing U.S. dollar transactions, in 2000, BNPP Geneva a result, all or nearly all major Sudanese banks had U.S. major commercial banks located in Sudan to use BNPP as an SDN. Sudanese Government Bank 1 then directed all Bank 1, which, as noted above, was designated by OFAC correspondent bank in Europe for Sudanese Government against Sudan, BNPP Geneva agreed to become the sole Providing Sudan Access to the US. Financial System BNPP's Critical Role in the Sudanese Economy and in 50% of Sudan's foreign currency assets during this time quarter of all exports and a fifth of all imports for Sudan. dollar accounts with BNPP Geneva. In addition to Geneva as their primary correspondent bank in Europe. As 19. In 1997, shortly after the imposition of U.S. sanctions Government Bank 1 at BNPP Geneva represented about U.S. dollars. In addition, the deposits of Sudanese Over 90% of these letters of credit were denominated in managed by BNPP Geneva represented approximately a foreign commerce market. By 2006, letters of credit of oil, BNPP Geneva took on a central role in Sudan's

paragraph is a relevant admission 37 Illustration). Sudan." Tr. 30:8-10 (Paragraph relationship to the government of violations to enhance the profit relating to the "purpose of the Admit the paragraph in full. The and the power of the bank in

Court's ruling that U.S. sanctions details about the scope of the are at issue and seek to delete key under Swiss Article 50. The show "conscious assistance" causation under Swiss Article 50. both "conscious assistance" and of that assistance is relevant to Government of Sudan. The scope Bank's support of the Bank's redactions ignore the The paragraph is also relevant to

prohibited transactions-in precludes the consideration of an causation. The Bank can address violation of sanctions aimed at that the Bank engaged in illicit, accomplice's illicit acts. The fact Swiss law neither requires nor any potential confusion between "conscious assistance" and in Sudan—is relevant to both preventing human rights abuses

> by the GOS and its affiliates. contains statements describing below redactions. The paragraph irrelevant to the alleged illicit acts economic procedures that are Admit paragraph, subject to the

"BNPP's Critical Role in the U.S. Financial System" Providing Sudan Access to the Sudanese Economy and in

U.S. sanctions against Sudan," "shortly after the imposition of

", which, as noted above, was designated by OFAC as an SDN."

"As a result, all or nearly all dollar accounts with BNPP major Sudanese banks had U.S. Geneva. In addition to processing U.S. dollar transactions,"

credit were denominated in U.S "Over 90% of these letters of

Case 1:16-cv-03228-AKH-JW Document 715-2 Kashef et al v. BNP Paribas SA et al., No. 16-cv-03228 Filed 06/09/25 Page 16 of 52

Parties' Joint Submission Regarding Proposed Redactions of Bank's Stipulated Statement of Facts acts and its own through proposed the Government of Sudan's illicit jury instructions.

Document 715-2

Filed 06/09/25

Page 17 of 52

Parties' Joint Submission Regarding Proposed Redactions of Bank's Stipulated Statement of Facts

Government of Sudan's role in any country to tours and the sure of institutions access to the U.S. financial system, despite the 20. BNPP's central role in providing Sudanese financial Sudanese banks with which BNPP dealt "play a pivotal BNPP compliance and legal employees that certain BNPP Paris compliance officer reminded other high-level measures for a long time." In March 2007, another senior "[t]he growth of revenue from oil is unlikely to help end Paris compliance officer stated in a memorandum that "humanitarian catastrophe." In April 2006, a senior BNPP Sudan as "dominated by the Darfur crisis" and called it a Geneva described in an email the political environment in employees. For example, in 2004, a manager at BNPP committing human rights abuses, was recognized by BNPP supporting the leaders in place." Paribas persists [in Sudan] which could be interpreted as situation in Darfur, no one would understand why BNP Community puts pressure to bring an end to the dramatic memorandum that: "In a context where the International compliance across all BNPP branches warned in a May 2007, a BNPP Paris executive with responsibilities for Nations intervention in Darfur." A few months later, in remain torn up by insurrections and resulting repressive the conflict [in Darfur], and it is probable that Sudan will part in the support of the Sudanese government which ... as hosted Osame Bin Laden and refuses the United

Admit paragraph with the redactions identified below. The Court has already identified Paragraph 20 as an illustrative example of a relevant admission that "show[s] the purpose of the sanctions." Tr. 30:11-14.

Given this ruling, the Bank's other redactions make no sense.

Swiss law neither requires nor precludes the consideration of an accomplice's illicit acts. The fact that the Bank engaged in illicit, prohibited transactions—in violation of sanctions aimed at preventing human rights abuses in Sudan—is relevant to both "conscious assistance" and causation. The Bank can address any potential confusion between the Government of Sudan's illicit acts and its own through proposed jury instructions.

"supporting terrorism and"

"has hosted Osama Bin Laden and"

injured Plaintiffs-in the sense knowledge of the illicit acts that of the GOS as having committed prejudicial. The paragraph Plaintiffs and are unfairly to the injuries suffered by the GOS's conduct that are unrelated includes statements regarding the redactions below. The paragraph required by Swiss tort law— BNPP's knowledge. This risks unfairly prejudice the question of not relevant to the Swiss tort and the individual plaintiffs that are human rights abuses unrelated to includes general characterizations Admit paragraph subject to the where none exists. juror confusion as it implies

Furthermore, to the extent the quoted statements are admissible, they should be introduced through the documents in which they originally appear and not through the Statement of Facts. The originals documents are available and provide necessary context for the quoted statements.

Redact:

"BNPP's central role in providing Sudanese financial institutions

Case 1:16-cv-03228-AKH-JW Document 715-2 Filed 06/09/25 Page 18 of 52

Parties' Joint Submission Regarding Proposed Redactions of Bank's Stipulated Statement of Facts Kashef et al v. BNP Paribas SA et al., No. 16-cv-03228 system, despite the Government access to the U.S. financial "has hosted Osama Bin Laden of Sudan's role in supporting BNPP employees. For example," rights abuses, was recognized by terrorism and committing human

Document 715-2

Filed 06/09/25

Page 19 of 52

Parties' Joint Submission Regarding Proposed Redactions of Bank's Stipulated Statement of Facts

BNPP's Methods of Evading US Sanctions Against Sudan

embargo such as Sudan, Iran and Cuba; (b) all entities and messages for any reference to (a) countries under U.S. and block any transactions involving Sanctioned Entities New York, utilize sophisticated filters designed to identify U.S. dollar transactions from overseas, including BNPP Financial institutions in the United States that process States involved Sanctioned Entities. that the transaction being processed through the United words or numbers in wire messages that would indicate individuals identified by OFAC as SDNs; and (c) any The filters generally work by screening wire transfer

> admission relating to "the Admit the paragraph subject to the redactions identified below of the bank's knowledge and to circumvent the sanctions methods used by the bank to try The paragraph is a relevant 16 Illustration). intention." Tr. 30:5-7 (Paragraph [which are] relevant to the issue

jury instructions accomplice's illicit acts. The fact precludes the consideration of an Swiss law neither requires nor "conscious assistance" and preventing human rights abuses violation of sanctions aimed at prohibited transactions—in that the Bank engaged in illicit, acts and its own through proposed the Government of Sudan's illicit any potential confusion between causation. The Bank can address in Sudan—is relevant to both

confusion.

of the Plaintiffs. These are not structures that do not connect to statements about banking also includes gratuitous the alleged illicit acts by the GOS including the section header. The Redact the paragraph in full, Swiss tort at issue. any specific injury alleged by any and its affiliates. The paragraph procedures that are irrelevant to paragraph describes economic probative of any element of the

violation is probative of the Swiss Even if the Court finds that the probative to outweigh the risks of pertaining to how BNPP violated fact of BNPP's sanctions unfair prejudice and jury those sanctions are insufficiently law tort, collateral details

", Iran and Cuba;"

Document 715-2

Filed 06/09/25

Page 20 of 52

Parties' Joint Submission Regarding Proposed Redactions of Bank's Stipulated Statement of Facts

your payment order" and "transfer the sum of USD our U.S. dollar account] without mentioning our name in BNPP then agreed to do. In many instances, the BNPP agreed with Sanctioned Entities in Sudan not to at least as early as 2002 and continuing through 2007, blocked by filters at banks in the United States, beginning In order to avoid having transactions identified and reference to Sudan: "! Payment in \$ to [French Bank 1] directed BNPP back office employees processing BNPP employees stating: "ATTENTION: US mentioning our name under swift confirmation to US. 900,000 ... without mentioning our name -repeat without example: "due to the US embargo on Sudan, please [debit the Sanctioned Entities in wire transfer messages, which frequently instructed BNPP not to mention the names of U.S. dollar business with BNPP, the Sanctioned Entities through the United States. For example, when conducting mention their names in U.S. dollar transactions processed transmitted to American banks or to foreign banks installed case the name of Sudanese entities on messages dollar payments involving Sudan stated: "Do not list in any BNPP's internally published policy for processing U.S. without mentioning Sudan to N.Y.!!!" Indeed, until 2004, transactions with Sudanese Sanctioned Entities to omit any EMBARGO." At times, BNPP front office employees "Such payment messages frequently bore stamps from instructions specifically referenced the U.S. embargo. For Jury instructions.

paragraph is a relevant admission and intention." Tr. 30:5-7 the issue of the bank's knowledge sanctions [which are] relevant to relating to "the methods used by the bank to try to circumvent the Admit the paragraph in full. The (Paragraph 16 Illustration)

accomplice's illicit acts. The fact precludes the consideration of an acts and its own through proposed the Government of Sudan's illicit causation. The Bank can address in Sudan—is relevant to both preventing human rights abuses violation of sanctions aimed at prohibited transactions—in that the Bank engaged in illicit, Swiss law neither requires nor any potential confusion between "conscious assistance" and

> structures that do not connect to statements about banking and its affiliates. The paragraph paragraph describes economic Swiss tort at issue probative of any element of the of the Plaintiffs. These are not any specific injury alleged by any also includes gratuitous the alleged illicit acts by the GOS procedures that are irrelevant to Redact the paragraph in full. The

confusion. probative to outweigh the risks of unfair prejudice and jury those sanctions are insufficiently pertaining to how BNPP violated violation is probative of the Swiss Even if the Court finds that the law tort, collateral details fact of BNPP's sanctions

quoted statements are admissible, context for the quoted statements. available and provide necessary through the Statement of Facts. they originally appear and not through the documents in which they should be introduced Furthermore, to the extent the The originals documents are

Case 1:16-cv-03228-AKH-JW

Document 715-2

Filed 06/09/25

Page 21 of 52

dollar payment messages, another method used by BNPP
Geneva to evade the U.S. embargo against Sudan involved, as noted above, the use of unaffiliated, non-Sudanese, non-U.S. banks (referred to internally at BNPP Geneva as "satellite banks") to help disguise the true nature of transactions with sanctioned Sudanese banks. BNPP
Geneva began its relationship with many of these satellite banks shortly after the imposition of U.S. sanctions against Sudan in 1997, and the vast majority of the satellite banks' business with BNPP Geneva involved facilitating U.S. adollar payments for sanctioned Sudanese banks.

Admit the paragraph in full. The paragraph is a relevant admission relating to "the methods used by the bank to try to circumvent the sanctions [which are] relevant to the issue of the bank's knowledge and intention." Tr. 30:5-7 (Paragraph 16 Illustration).

Swiss law neither requires nor precludes the consideration of an accomplice's illicit acts. The fact that the Bank engaged in illicit, prohibited transactions—in violation of sanctions aimed at preventing human rights abuses in Sudan—is relevant to both "conscious assistance" and causation. The Bank can address any potential confusion between the Government of Sudan's illicit acts and its own through proposed

jury instructions.

Redact the paragraph in full. The paragraph describes economic procedures that are irrelevant to the alleged illicit acts by the GOS and its affiliates. The paragraph also includes gratuitous statements about banking structures that do not connect to any specific injury alleged by any of the Plaintiffs. These are not probative of any element of the Swiss tort at issue.

Even if the Court finds that the fact of BNPP's sanctions violation is probative of the Swiss law tort, collateral details pertaining to how BNPP violated those sanctions are insufficiently probative to outweigh the risks of unfair prejudice and jury confusion.

Document 715-2

Filed 06/09/25

Page 22 of 52

Parties' Joint Submission Regarding Proposed Redactions of Bank's Stipulated Statement of Facts

24. Specifically, BNPP Geneva utilized the satellite banks Sudanese clients to evade U.S. sanctions. In the first step, a in a two-step process designed to enable BNPP Geneva's so that financial institutions in the United States and U.S two days after the internal transfer before making a dollartransactions, employees at BNPP Geneva frequently the United States to the satellite bank's account at BNPP originator of the transaction sent a wire transfer through to receive U.S. dollars without being detected: the bank. A similar process enabled sanctioned Sudanese banks coming from the satellite bank rather than a Sudanese to the U.S. bank, it appeared that the transaction was bank without reference to the Sudanese bank. As a result, to the Sudanese bank's intended beneficiary through a U.S In the second step, the satellite bank transferred the money satellite bank to facilitate U.S. dollar transfers from Sudan BNPP Geneva account specifically maintained by a transferred funds internally within BNPP Geneva to a Sudanese bank seeking to move U.S. dollars out of Sudan possible." Ultimately, I3NPP Geneva successfully used the "accustom[ed] ... to spacing out the gap between covers involved Sanctioned Entity. In fact, BNPP employees authorities would be unable to link the payments to the the United States, artificially delinking the U.S. transfer of for-dollar, transaction-by-transaction clear of funds through worked with the satellite banks to wait between one and further disguise the true nature of the satellite bank internal transfer at BNPP Geneva. Moreover, in order to then transferred the money to the Sudanese bank via Geneva without reference to Sudan, and the satellite bank they execute with their U.S. correspondents to the extent internally proposed getting the satellite banks funds from the prior transfer involving the satellite banks

the inclusion of language and about "selective descriptions," the regards to the Bank's comment and intention." Tr. 30:5-7 the bank to try to circumvent the relating to "the methods used by paragraph is a relevant admission Admit the paragraph in full. The Statement of Facts and agreed to Bank stipulated to the Stipulated the issue of the bank's knowledge sanctions [which are] relevant to descriptions in every instance. (Paragraph 16 Illustration). With

"conscious assistance" and jury instructions any potential confusion between causation. The Bank can address preventing human rights abuses prohibited transactions—in precludes the consideration of an acts and its own through proposed the Government of Sudan's illicit in Sudan—is relevant to both violation of sanctions aimed at that the Bank engaged in illicit, accomplice's illicit acts. The fact Swiss law neither requires nor

> unfair prejudice and jury probative to outweigh the risks of probative of the Swiss law tort, BNPP's sanctions violation is Swiss tort at issue. Even if the probative of any element of the of the Plaintiffs. These are not any specific injury alleged by any structures that do not connect to statements about banking also includes gratuitous and its affiliates. The paragraph the alleged illicit acts by the GOS procedures that are irrelevant to paragraph describes economic Redact the paragraph in full. The confusion. sanctions are insufficiently how BNPP violated those collateral details pertaining to Court finds that the fact of

prejudicial. characterizations that are unduly selective descriptions or The paragraph also includes

Furthermore, to the extent the quoted statements are admissible, through the documents in which they should be introduced through the Statement of Facts they originally appear and not

Page 23 of 52

Parties' Joint Submission Regarding Proposed Redactions of Bank's Stipulated Statement of Facts Kashef et al v. BNP Paribas SA et al., No. 16-cv-03228

satellite bank structure - which had no business purpose	
other than to help BNPP's Sudanese clients evade the U.S.	
embargo - to process thousands of U.S. dollar transactions,	
worth billions of dollars in total, for Sudanese Sanctioned	
Entities without having the transactions identified and	
hlocked in the United States	

available and provide necessary context for the quoted statements.

The originals documents are

Document 715-2

Filed 06/09/25

Page 24 of 52

Parties' Joint Submission Regarding Proposed Redactions of Bank's Stipulated Statement of Facts

transactions with Sudanese Sanctioned Entities was widely The use of satellite banks to facilitate U.S. dollar known within BNPP Geneva. Geneva suployee who recommended opening me account, Banks "This e-mail was forwarded to another BND! OSTRO account to facilitate the transactions which the PMPP Geneva employee commented that: "we have pen an account at BNP Paribas Conev. for the USD Transfers to and from Sudanese Sudan " Referencing this exchange, another s satellite bank] for a long time to open a emilies with which we are elso mork of our 4 smail

> and intention." Tr. 30:5-7 sanctions [which are] relevant to relating to "the methods used by paragraph is a relevant admission (Paragraph 16 Illustration) the issue of the bank's knowledge the bank to try to circumvent the the redactions below. The Admit the paragraph subject to

jury instructions. precludes the consideration of an "conscious assistance" and in Sudan—is relevant to both preventing human rights abuses violation of sanctions aimed at prohibited transactions—in that the Bank engaged in illicit, accomplice's illicit acts. The fact Swiss law neither requires nor acts and its own through proposed the Government of Sudan's illicit any potential confusion between causation. The Bank can address

Redact:

satellite bank requested "to open Sudanese Banks." This e-mail the USD Transfers to and from Genev[a] to be used mainly for an account at BNP Paribas BNPP Geneva employee, a For example, in a 2004 email to a

Swiss tort at issue. Even if the and its affiliates. These are not procedures that are irrelevant to paragraph describes economic Redact the paragraph in full. The unfair prejudice and jury probative to outweigh the risks of sanctions are insufficiently how BNPP violated those collateral details pertaining to probative of the Swiss law tort, BNPP's sanctions violation is probative of any element of the the alleged illicit acts by the GOS Court finds that the fact of

available and provide necessary through the Statement of Facts. through the documents in which they should be introduced quoted statements are admissible, Furthermore, to the extent the context for the quoted statements they originally appear and not The originals documents are

Document 715-2

Filed 06/09/25

Page 25 of 52

our activity in Sudan." account, as "the opening of this are also active." account to facilitate the advised [this satellite bank] for a commented that: "we have another BNPP Geneva employee Referencing this exchange, account fits in the framework of recommended opening the was forwarded to another BNPP transactions which this institution Geneva employee who has with countries with which we long time to open a VOSTRO

Case 1:16-cv-03228-AKH-JW

Document 715-2

Filed 06/09/25

Page 26 of 52

Sanctioned Entities. BNPP's use of satellite banks to process transactions with BNPP's compliance personnel were also aware of hansters of runds in USD for Sudanese banks." This OND OH OH DOOMS OH DEHAH OF BU ectain BMPP customers is to domicile satemic banks to [U.S. correspondent values]. re obened with se banks. The funds in question were then e on the account opening applicance em place in the context of the ore Smot raciliraning COO CODE ACTION we. The main deby

> paragraph is a relevant admission and intention." Tr. 30:5-7 the redactions below. The (Paragraph 16 Illustration) the issue of the bank's knowledge sanctions [which are] relevant to the bank to try to circumvent the relating to "the methods used by Admit the paragraph subject to

accomplice's illicit acts. The fact precludes the consideration of an jury instructions acts and its own through proposed "conscious assistance" and preventing human rights abuses prohibited transactions—in Swiss law neither requires nor the Government of Sudan's illicit any potential confusion between causation. The Bank can address in Sudan—is relevant to both violation of sanctions aimed at that the Bank engaged in illicit,

report described the scheme as banks. These arrangements were our books on behalf of Sudanese domicile cash flows in USD on certain BNPP customers is to follows: The main activity of For example, a 2005 compliance

of the Plaintiffs. These are not any specific injury alleged by any structures that do not connect to statements about banking also includes gratuitous and its affiliates. The paragraph Redact the paragraph in full. The unfair prejudice and jury sanctions are insufficiently collateral details pertaining to probative of the Swiss law tort, BNPP's sanctions violation is Swiss tort at issue. Even if the probative of any element of the the alleged illicit acts by the GOS paragraph describes economic confusion. probative to outweigh the risks how BNPP violated those Court finds that the fact of procedures that are irrelevant to ĝ

Furthermore, to the extent the available and provide necessary they originally appear and not they should be introduced quoted statements are admissible, through the Statement of Facts through the documents in which context for the quoted statements The originals documents are

put in place in the context of the U.S. embargo against Sudan The accounts of these banks were therefore opened with the aim of "facilitating transfers of funds in USD for Sudanese banks." This comment was made on the account opening application forms of these banks. The funds in question were then transferred, on the same day, or at the latest D+ 1 or 2 by the [satellite banks].
--

Document 715-2

Parties' Joint Submission Regarding Proposed Redactions of Bank's Stipulated Statement of Facts Kashef et al v. BNP Paribas SA et al., No. 16-cv-03228

Involvement of Senior Officials at BNPP Geneva and BNPP Paris

Sudan from wire messages involving Sanctioned Entities officer conveyed to BNPP CIB executives in Paris that after a visit to Geneva, a senior BNPP Paris compliance sanctioned Sudanese banks - were known to and condoned and the use of satellite banks to process transactions for against Sudan- including the omission of references to differently than those involving non-sanctioned entities in method that omitted the names of Sanctioned Entities from BNPP Geneva was routinely employing a cover payment Geneva and BNPP Paris. As early as 2003, for example, by senior compliance and business managers at both BNPP BNPP Geneva's methods of evading U.S. sanctions order to hide the Sanctioned Entity's identity. Geneva processed payments involving Sanctioned Entities amended in Geneva." In fact, an analysis of the payment of ways, the headers of messages seem to have heen compliance officer observed that "in practice in all kinds from being discovered in the United States. The senior U.S. dollar payment messages to prevent the transactions messages during the relevant time period shows that BNPP

Admit the paragraph subject to the redactions identified below. The paragraph is a relevant admission relating to "the methods used by the bank to try to circumvent the sanctions [which are] relevant to the issue of the bank's knowledge and intention." Tr. 30:5-7 (Paragraph 16 Illustration). The paragraph is also a relevant admission relating to the knowledge of the Bank's leadership of the use of these methods to violate sanctions.

Swiss law neither requires nor precludes the consideration of an accomplice's illicit acts. The fact that the Bank engaged in illicit, prohibited transactions—in violation of sanctions aimed at preventing human rights abuses in Sudan—is relevant to both "conscious assistance" and causation. The Bank can address any potential confusion between the Government of Sudan's illicit acts and its own through proposed jury instructions.

Redact:

The senior compliance officer observed that "in practice, in all

statements about banking and its affiliates. The paragraph the alleged illicit acts by the GOS Swiss tort at issue. Even if the probative of any element of the of the Plaintiffs. These are not any specific injury alleged by any structures that do not connect to also includes gratuitous procedures that are irrelevant to paragraph describes economic including the section header. The Redact the paragraph in full, probative to outweigh the risks of sanctions are insufficiently collateral details pertaining to BNPP's sanctions violation is Court finds that the fact of confusion. unfair prejudice and jury how BNPP violated those probative of the Swiss law tort,

Furthermore, to the extent the quoted statements are admissible, they should be introduced through the documents in which they originally appear and not through the Statement of Facts. The originals documents are available and provide necessary context for the quoted statements.

Parties' Joint Submission Regarding Proposed Redactions of Bank's Stipulated Statement of Facts

	kinds of ways, the headers of messages seem to have been amended in Geneva."	
28. In 2004, the Federal Reserve Bank of New York	Redact the paragraph in full.	Redact the paragraph in full. The
("FRB-NK") and the New York State Banking Department		paragraph concerns economic
(now known as the New York State Department of		procedures that are irrelevant to
Financial Services ("DF S") identified systemic failures in		the alleged illicit acts by the
BNPP's compliance with the Bank Secrecy Act, and		Government of Sudan and its
specifically highlighted defidencies in BNPP New York's		affiliates.
monitoring of transaction with overseas clients, including		
the processing of U.S. della transactions for overseas		
clients. In response to the regulatory inquiries, in		
September 2004, BNPP agreed to enter into a		
Memorandum of Understanding (the "MOU") with the		
FRB-NY and DF that required, among other things, that		
BNPP New York improve its systems for compliance with		
U.S. bank secreely and sanctions laws.		

Document 738

Parties' Joint Submission Regarding Proposed Redactions of Bank's Stipulated Statement of Facts Kashef et al v. BNP Paribas SA et al., No. 16-cv-03228

Case 1:16-cv-03228-AKH-JW Document 715-2

Filed 06/09/25

Page 30 of 52

Sanctioned Entities cleared through U.S. Bank 1 instead of Following that meeting, BNPP Geneva employees were to process payments for countries subject to U.S. sanctions. to an unaffiliated bank in the United States ("U.S. Bank l") countries. At that meeting, the executives decided to switch countries (Sudan, Libya, Syria ...) affected BNPP's in Geneva to discuss how "embargoes against sensitive BNPP New York. instructed to have U.S. dollar payments involving business and operational issues with respect to sensitive BNPP Paris executives and BNPP Geneva executives met red into the MOO, two senior

and intention." Tr. 30:5-7 sanctions [which are] relevant to the bank to try to circumvent the paragraph is a relevant admission with added bracketed language to the redactions identified below, relating to "the methods used by references to the MOU. The account for the elimination of Admit the paragraph subject to (Paragraph 16 Illustration) the issue of the bank's knowledge

jury instructions. acts and its own through proposed any potential confusion between causation. The Bank can address "conscious assistance" and preventing human rights abuses violation of sanctions aimed at accomplice's illicit acts. The fact precludes the consideration of an Swiss law neither requires nor the Government of Sudan's illicit in Sudan—is relevant to both prohibited transactions—in that the Bank engaged in illicit,

replace with "[In 2004,]" entered into the MOU" and Redact "Shortly after BNPP , Libya, Syria ..."

> of the Plaintiffs. These are not any specific injury alleged by any structures that do not connect to statements about banking also includes gratuitous and its affiliates. The paragraph confusion. probative to outweigh the risks of sanctions are insufficiently collateral details pertaining to probative of the Swiss law tort, Swiss tort at issue. Even if the probative of any element of the the alleged illicit acts by the GOS procedures that are irrelevant to paragraph describes economic Redact the paragraph in full. The unfair prejudice and jury how BNPP violated those BNPP's sanctions violation is Court finds that the fact of

available and provide necessary they should be introduced quoted statements are admissible, Furthermore, to the extent the context for the quoted statements they originally appear and not through the documents in which The originals documents are through the Statement of Facts

meeting n payments clearing U.S. do lar transactions invo evidenced in a January 2006 email of Sanctioned Entiries in the tran 2004. From 2004 through prohibited transactions penalized by U.S. au BNPP relied on authorities." In following pro Switzerland, Entities was ": method that concealed from U. Entities were cleared Geneva's transactions invol was memorialized in a l BNPP may have be ("U.S. Law Firm e decision to switch dollar clearing invol ned Entities to U.S. Bank I was at least in part an to decrease BNPP New York's expessure to ent actions by U.S. authorities, indicated in mutes outlining the new policy for U.S. dollar volving sanctioned countries: "the cover to be executed via [U.S. Bank 1], such lems BNP NY encountered with the U.S. hich has the advantage of some ways shifted ont implementing the witch to U.S. Bank 1, correct advice that outside counsel in able to protect itself from being) provided which suggested that through porities if it conducted these through another U.S. bank. This gal memorandum in October 2007, the vast majority of BNPP ing Sudanese Sanctioned U.S. Bank I using a payment Bank 1 the involvement actions. Thus, as "the problem" of ving Sanctioned being a U.S.

Redact the paragraph in full.
Whether the Bank received certain legal advice is not probative and would mislead the jury for three reasons:
(1) The Bank did not assert an advice of counsel affirmative defense in its answer (ECF No. 248), as required by FRCP 8(c); has not produced all documents subject to the attorney client privilege; and has not made its attorneys available for deposition (all of which would be required to maintain this defense).

(2) Whether the Bank received incorrect legal advice is irrelevant. Mistake of the law is no defense to the Plaintiffs' claims because as Judge Nathan held, Article 50 does not require that the accomplice's participation be "willful"— "negligence is sufficient." ECF No. 193 at 8.

(3) Allowing this defense would call into question whether Cleary Gottlieb Steen & Hamilton LLP (the firm that provided the legal advice) can continue to represent the Bank in this action.

Admit the paragraph, subject to the below redactions and revisions in full. The first sentence of the paragraph is irrelevant to the elements of the Swiss tort and selectively characterizes BNPP's motivations in a way that is unfairly prejudicial.

of mind and is necessary to rather, probative of BNPP's state remainder of the paragraph is, of counsel defense. The unfair prejudice and jury probative to outweigh the risks of pertaining to how BNPP violated law tort, collateral details violation is probative of the Swiss relevant and should not be identity of U.S. Law Firm 1 is not throughout this document. The BNPP is not asserting an advice confusion. those sanctions are insufficiently fact of BNPP's sanctions Even if the Court finds that the admitted. provide context and background for the admissions contained

Redactions:

Case 1:16-cv-03228-AKH-JW Document 715-2

Filed 06/09/25

Page 32 of 52

Every instance of the words "sanctioned entity" or "Sanctioned Entities" should be redacted and replaced with the word "Sudan."	Revisions:	"The decision to switch dollar clearing involving Sanctioned Entities to U.S. Bank 1 was at least in part an attempt to decrease BNPP New York's exposure to enforcement actions by U.S. authorities, as indicated in meeting minutes outlining the new policy for U.S. dollar payments involving sanctioned countries: "the cover payments are to be executed via [U.S. Bank 1], such following problems BNP NY encountered with the U.S. authorities."

Case 1:16-cv-03228-AKH-JW

Document 715-2

Filed 06/09/25

Page 33 of 52

continue in part because of their importance to BNPP's against Sudan, and yet allowed these transactions to recognized BNPP's role in circumventing U.S. sanctions senior BNPP compliance and legal personnel repeatedly clearing U.S. dollar transactions with Sanctioned Entities, use U.S. Bank 1 as BNPP Geneva's principal means for In the months and years that followed the decision to 2005, for example, a BNPP Geneva employee noted how business relationships and "goodwill" in Sudan In July mo Smarsor nonsod mo one noisia ma maddus nome nanagement of CID has encouraged us to fellow this [the upported the transactions involving Suden. The general consider it most advisable to maintain these accounts echanism is ecordinated with CIB/ECEF Compilance. cilite dank] model The working of this whole bargoes and are supposed to turn to Compitance when an the Paris compliance officer concluded that "Client will in the Sudan." In late 2005, a Paris compliance we a problem of interpretate ar os groups. wan respect to the ols. embargs of for encumventing embargees of some grouns, in Heasiness managers at BNPP were aware of ent та шешо mar highlighted BNTP Generals to: The privileged and THINGS INVALC OF THE necessary to us to f Geneva and Fairs, The

paragraph is a relevant admission government of Sudan." Tr. 30:8enhance the profit and the power 10 (Paragraph 37 Illustration). of the bank in relationship to the and intention," Tr. 30:5-7 the issue of the bank's knowledge sanctions [which are] relevant to the bank to try to circumvent the relating to "the methods used by the redactions below. The Admit the paragraph subject to the "purpose of the violations to (Paragraph 16 Illustration), and to

jury instructions. accomplice's illicit acts. The fact acts and its own through proposed the Government of Sudan's illicit any potential confusion between causation. The Bank can address "conscious assistance" and in Sudan—is relevant to both preventing human rights abuses violation of sanctions aimed at prohibited transactions—in precludes the consideration of an Swiss law neither requires nor that the Bank engaged in illicit,

Redact:

BNPP Geneva employee noted In July 2005, for example, a

> collateral details pertaining to not probative of any element of describes BNPP's motivations for Redact the paragraph in full. The probative to outweigh the risks sanctions are insufficiently probative of the Swiss law tort, BNPP's sanctions violation is the Swiss tort at issue. Even if violating U.S. sanctions that are also characterizes or otherwise and its affiliates. The paragraph the alleged illicit acts by the GOS procedures that are irrelevant to paragraph describes economic confusion. unfair prejudice and jury how BNPP violated those the Court finds that the fact of

available and provide necessary context for the quoted statements they originally appear and not they should be introduced quoted statements are admissible, Furthermore, to the extent the The originals documents are through the Statement of Facts through the documents in which

Case 1:16-cv-03228-AKH-JW Document 715-2

Parties' Joint Submission Regarding Proposed Redactions of Bank's Stipulated Statement of Facts Kashef et al v. BNP Paribas SA et al., No. 16-cv-03228

			Accesses
			THE PARTY OF THE P
			et unique per per per per per per per per per pe
institutions in countries under total US trade embargo (Sudan). The practices for circumventing embargoes of some groups, in particular US groups." With respect to the U.S. embargo of Sudan, the Paris compliance officer concluded that "Client	necessary to us to harmonize the practices and circuits of Geneva and Paris, particularly given [BNPP Geneva's] exposure to embargoes, in particular due to: The privileged and historical relationship maintained with	Compliance I consider it most advisable to maintain these accounts which support our vision and our position regarding our goodwill in the Sudan." In late 2005, a Paris compliance officer drafted a memo that highlighted BNPP Geneva's business with Sudan: "It seemed	how high-level business managers at BNPP were aware of and supported the transactions involving Sudan: "the general management of CIB has encouraged us to follow this [the satellite bank] model The working of this whole mechanism
utton US t racti racti racti racti racti ract r	ssary ices a Paris, P Ge irgoe irgoe irgoe onsh	plian plian advi. advi. unts v unts v oodv oodv (005, er drafighte ess v	nigh- gers gers uppo ving gem gem grage ite b
rade rade lees fees of see US gethe US gethe US gethe Use Pare	to us and c particular	ated ated ce	level at Bl at Bl rted rted Suda ent o d us amk]
emba for ci for ci some group group J.S. (ircui ircui icula: icula: icula: icula: ilcula	with to m sup sup posit the the mis co	busi he ti the ti the firm. "t f CIH to fo mode mode who
tries urgo (rcum rcum grov grov s." V semba emba mplii	armots of ts of ts of cly girly girl	CIB/ onsional nainta port fion r Suda Suda Suda mpli mo t fene Jene	ness were ansa he ge has llow llow bl
unde (Sud (Sud vent vent vent vent vent vent vent vent	onize Gen iven ure t due due rical with	der it der it he our our egard an." In innce innce hat va's	awa ctior enera
an). ing ing n	the eva	iese iese ding	ware of ions eral is [the he chanism

Case 1:16-cv-03228-AKH-JW Document 715-2

Filed 06/09/25

Page 35 of 52

managers have, however, been made aware of the embargoes and are supposed to turn to Compliance when they have a problem of interpretation."					
	problem of interpretation."	Compliance when they have a	are supposed to turn to	made aware of the embargoes and	managers have, however, been

Document 715-2

Filed 06/09/25

Page 36 of 52

business and compliance personnel at BNPP Geneva, the correspondent banking services. In an email sent to legal, business with Sudanese Sanctioned Entities, but were personnel expressed concerns about BNPP's continued Sudanese banks in dollars. . . . This practice effectively books that only carry out clearing transactions for senior compliance officer warned: "As I understand it, we was not typically in the business of providing nature of these operations given the fact that BNPP Geneva about the use of satellite banks and emphasized the unusual compliance officer at BNPP Geneva expressed concern rebuffed. In August 2005, for example, a senior support" of management at BNPP Paris: employee explained that these transactions had the "full mail voicing the same concern, a high-level Geneva transactions in USD by Sudan." In response to another emeans that we are circumventing the US embargo on have a number of Arab Banks (nine identified) on our . On certain occasions, senior compliance and legal

specified that all business activity - meaning in of the [Sudanese Government Bank 1], it had been the Minister of Finance of Sudan and the President transactions. I remember when you ... made me meet surface on the way in which we are processing these the full support of our General Management in Paris themselves to be very satisfied - and it had received passing - the Minister and the President had shown I see that certain questions are coming back to the

every instance. enhance the profit and the power the issue of the bank's knowledge sanctions [which are] relevant to of language and descriptions in comment about "selective government of Sudan." Tr. 30:8of the bank in relationship to the the "purpose of the violations to and intention," Tr. 30:5-7 relating to "the methods used by paragraph is a relevant admission the redactions below. The Admit the paragraph subject to to the Stipulated Statement of descriptions," the Bank stipulated (Paragraph 16 Illustration), and to Facts and agreed to the inclusion With regard to the Bank's 10 (Paragraph 37 Illustration). the bank to try to circumvent the

Swiss tort at issue. Even if the connection to any element of the violations that have no awareness of U.S. sanctions otherwise describes BNPP's paragraph characterizes or probative to outweigh the risks of collateral details pertaining to Redact the paragraph in full. confusion. unfair prejudice and jury sanctions are insufficiently how BNPP violated those probative of the Swiss law tort, BNPP's sanctions violation is Court finds that the fact of

prejudicial. characterizations that are unduly selective descriptions or The paragraph also includes

available and provide necessary quoted statements are admissible, Furthermore, to the extent the context for the quoted statements through the Statement of Facts. they originally appear and not through the documents in which they should be introduced The originals documents are

requested that no minutes of the meeting be taken. dismissed the concerns of the compliance officials and

Case 1:16-cv-03228-AKH-JW

Document 715-2

Filed 06/09/25

Page 37 of 52

executives. At the meeting, a senior BNPP Paris executive express, to the highest level of the bank, the reservations of BNPP Geneva arranged a meeting of BNPP executives "to In September 2005, senior compliance officers at was attended by several senior BNPP Paris and Geneva executed with and for Sudanese customers." The meeting the Swiss Compliance office concerning the transactions relating to "the methods used by paragraph is a relevant admission and intention," Tr. 30:5-7 the issue of the bank's knowledge sanctions [which are] relevant to the bank to try to circumvent the Admit the paragraph in full. The

every instance. of language and descriptions in to the Stipulated Statement of government of Sudan." Tr. 30:8of the bank in relationship to the enhance the profit and the power Facts and agreed to the inclusion descriptions," the Bank stipulated comment about "selective 10 (Paragraph 37 Illustration). the "purpose of the violations to (Paragraph 16 Illustration), and to With regard to the Bank's

> Swiss tort at issue. connection to any element of the violations that have no awareness of U.S. sanctions otherwise describes BNPP's paragraph characterizes or Redact the paragraph in full.

violation is probative of the Swiss probative to outweigh the risks of pertaining to how BNPP violated law tort, collateral details fact of BNPP's sanctions confusion. unfair prejudice and jury those sanctions are insufficiently Even if the Court finds that the

prejudicial. selective descriptions or characterizations that are unduly The paragraph also includes

available and provide necessary through the Statement of Facts they originally appear and not they should be introduced quoted statements are admissible, Furthermore, to the extent the context for the quoted statements. The originals documents are through the documents in which

non-U.S. parties clear

(including BNPP's N

w York bra

ch) are subject to the imes against Cuba, Iran, any violations of n-U.S. BNPP entity

d by U.S. banking institutions

Specifically, the opinion stated

transactions if no U.S. Franci

of BNPP was involved. that "transactions between

Syria and Sudan, and to penalties to provisions in OFAC's sanctions re

Kashef et al v. BNP Paribas SA et al., No. 16-cv-03228 Document 715-2 Filed 06/09/25 Page 38 of 52

Parties' Joint Submission Regarding Proposed Redactions of Bank's Stipulated Statement of Facts

 In interviews with outside counsel for BAPP, several suggested that U.S. author sanctions laws did, in was supported BNPP employees who were involved in or had knowledge penalize BNPP itself for pal initiated by foreign bank! Opinion"). The 2004 applied i transactions cleared in the general applica Law Firm 1 recei This view of unaffiliated involving IPP's business with Sudan claimed that they did not that U.S. sanctions laws applied or could be foreign banks, particularly ff transactions anctioned Entities were processed through an I.S. bank, as opposed to BNPP New York. e reach of U.S. sanctions, while incorrect, part by a legal memorandum from U.S. ed by BNPP in October 2004 regarding hility of U.S. sanctions (the "2004 Legal Legal Opinion made it clear that U.S act, apply to all U.S. dollar he United States, including those However, the opinion also ties might not be able to ncipating in prohibited

privilege; and has not made its subject to the attorney client certain legal advice is not has not produced all documents 248), as required by FRCP 8(c); defense in its answer (ECF No. advice of counsel affirmative (1) The Bank did not assert an Whether the Bank received Redact the paragraph in full maintain this defense). attorneys available for deposition jury for three reasons: probative and would mislead the (all of which would be required to

no defense to the Plaintiffs' "negligence is sufficient." ECF participation be "willful"that the accomplice's claims because as Judge Nathan No. 193 at 8. held, Article 50 does not require irrelevant. Mistake of the law is incorrect legal advice is (2) Whether the Bank received

Continued on next page the Bank in this action. advice) can continue to represent Gottlieb Steen & Hamilton LLP call into question whether Cleary (3) Allowing this defense would (the firm that provided the legal

Admit the paragraph in full

document. The identity of U.S contained throughout this necessary to provide context and paragraph is, rather, probative of of counsel defense. The should not be admitted background for the admissions BNPP's state of mind and is BNPP is not asserting an advice Law Firm 1 is not relevant and

opinion, they believed that BNPP would not face penalties

under U.S. sanctions laws so long as transactions with

or blocked by the U.S. bank." Senior legal and but U.S. sanctions would call for the payment

officials at BNPP have claimed that, pursuant to

with BNPP, U.S in Cuba, Sudan oj were to initiate a U these regulations."

sanctions should not app Iran through a U.S. b

.S. dollar payment

o a payee domiciled nk not affiliated y to BNPP on of BNPP), to be frozen pusiness his legal

However, "[i]fan

(assuming no involvement by any U.S. per

unaffiliated bank, and no hrough BNPP New York. Sanctioned Entities cleared arough U.S. Bank 1 or another In addition, the description of what "Senior legal and business exception. "claimed" is hearsay outside any officials at BNPP" have

Document 715-2

Filed 06/09/25

Page 40 of 52

Parties' Joint Submission Regarding Proposed Redactions of Bank's Stipulated Statement of Facts

opinions from U.S. Lay and June 2006, BNPP re subjecting itself to var avoiding U.S. econom payments sent to the were to omit releva Firm 2"), which s additional legal simply by hav could not, in 35. However, to the extent BNPP employees relied on this transactions were processed unaffiliated U. could cause their guard against and "ensure that they have adequate pr about the nature of transactions, a foreign banks that mitted underlying descriptive details especially sensitive to the use of "cover payments" by BNPP New York, and (b) U.S that (a) U.S. sanctions could apply to BNPP even when the denominated in USD, financial institutions of U.S. banks. The policy stated that "if a tran issued a policy across all its subsidiaries transactions under U.S. sanctions." In J when processing their transactions." United States must take American sanctions in opinion to justify BNPP' sconduct regarding he summer of 2006, it became clear that BNPP fact, escape the reach ng transactions cleared through an the applicability of U.S. sa bank. In May U.S. operations to el abuses of cover pa pinion from / U.S. law firm ("U.S. Law ecifically varned BNPP that if the bank nt identifying information in U.S. dollar United States, with the objective of ic sanctions, BNPP could be y U.S. criminal laws. In March eived two additional legal irm 1, which informed BNPP by U.S. Bank 1 instead of authorities had become 2006, BNPP received an of U.S. sanctions nd advised BNPP to cedures in place to vment messages that gage in prohibited uly 2006, BNPP and branches that ctions to nonaction is tside the o account

certain legal advice is not Redact the paragraph in full privilege; and has not made its subject to the attorney client has not produced all documents 248), as required by FRCP 8(c); defense in its answer (ECF No. advice of counsel affirmative probative and would mislead the Whether the Bank received maintain this defense). attorneys available for deposition (1) The Bank did not assert an jury for three reasons: (all of which would be required to

claims because as Judge Nathan No. 193 at 8. participation be "willful" held, Article 50 does not require no defense to the Plaintiffs' irrelevant. Mistake of the law is incorrect legal advice is advice) can continue to represent call into question whether Cleary (3) Allowing this defense would "negligence is sufficient." ECF that the accomplice's (2) Whether the Bank received the Bank in this action. Gottlieb Steen & Hamilton LLP (the firm that provided the legal

> way that is unfairly prejudicial to characterizes BNPP's actions in a the paragraph selectively revisions. The first sentence of the below redactions and Admit the paragraph, subject to elements of the Swiss tort at BNPP and irrelevant to the

unfair prejudice and jury probative to outweigh the risks of those sanctions are insufficiently pertaining to how BNPP violated law tort, collateral details violation is probative of the Swiss Even if the Court finds that the fact of BNPP's sanctions confusion.

remainder of the paragraph is, BNPP is not asserting an advice relevant and should not be provide context and background of mind and is necessary to rather, probative of BNPP's state of counsel defense. The admitted identity of U.S. Law Firm 1 is not throughout this document. The for the admissions contained

U.S. bank."	cleared through an unaffiliated	simply by having transactions	escape the reach of U.S. sanctions	that BNPP could not, in fact,	summer of 2006, it became clear	conduct regarding Sudan, by the	legal opinion to justify BNPP's	employees relied on this 2004	"However, to the extent BNPP

Parties' Joint Submission Regarding Proposed Redactions of Bank's Stipulated Statement of Facts Kashef et al v. BNP Paribas SA et al., No. 16-cv-03228

38. In November 2006, three BNPP Geneva employees specifically recognized the significance of the Sudanese commercial potential, not only in connection with Sudan." relations with these [satellite] banks which offer significant on our books Moreover ... we maintain commercial Sudanese banks as cover for their commercial transactions relation to our activity in Sudan. . . . The fundamental activity of USD correspondents ... is of real significance in drafted a memorandum that explained: "the 'clearing' business for BNPP Geneva: In February 2007, a senior BNPP Paris compliance officer that they allow us to receive incoming funds from importance of these [satellite bank] accounts lies in the fact

accomplice's illicit acts. The fact precludes the consideration of an Jury instructions. acts and its own through proposed any potential confusion between in Sudan—is relevant to both preventing human rights abuses prohibited transactions—in the Government of Sudan's illicit causation. The Bank can address "conscious assistance" and violation of sanctions aimed at that the Bank engaged in illicit, Swiss law neither requires nor

government of Sudan." Tr. 30:8sanctions [which are] relevant to of the bank in relationship to the enhance the profit and the power the "purpose of the violations to and intention," Tr. 30:5-7 relating to "the methods used by Admit the paragraph in full. The 10 (Paragraph 37 Illustration). the issue of the bank's knowledge paragraph is a relevant admission (Paragraph 16 Illustration), and to the bank to try to circumvent the

probative of the Swiss law tort, BNPP's sanctions violation is Swiss tort at issue. Even if the probative of any element of the of the Plaintiffs. These are not any specific injury alleged by any structures that do not connect to also includes gratuitous and its affiliates. The paragraph the alleged illicit acts by the GOS procedures that are irrelevant to paragraph describes economic Redact the paragraph in full. The unfair prejudice and jury probative to outweigh the risks of sanctions are insufficiently collateral details pertaining to Court finds that the fact of statements about banking confusion. how BNPP violated those

they originally appear and not available and provide necessary through the documents in which quoted statements are admissible, context for the quoted statements. The originals documents are through the Statement of Facts they should be introduced Furthermore, to the extent the

Case 1:16-cv-03228-AKH-JW

Document 715-2

Filed 06/09/25

Page 43 of 52

a "serious breach." Similarly a BNPP Geneva compliance cleared through unaffiliated U.S. banks could be viewed as of the Sudanese business to BNPP Geneva's operations, 39. At the same time that compliance and business Sanctioned Entities could be interpreted as a "grave managers at BNPP Geneva that U.S. dollar transactions appeals to BNPP Geneva to discontinue the U.S. dollar certain senior compliance officers at BNPP Paris made personnel within BNPP were emphasizing the importance violation." Despite these warnings, the transactions that the use of U.S. Bank 1 to process transactions with officer wrote to BNPP Paris and BNPP Geneva executives senior BNPP Paris compliance officer told business business with Sudan. In February 2007, for example, a

Jury instructions. acts and its own through proposed in Sudan—is relevant to both violation of sanctions aimed at prohibited transactions—in accomplice's illicit acts. The fact precludes the consideration of an Swiss law neither requires nor the Government of Sudan's illicit any potential confusion between causation. The Bank can address "conscious assistance" and preventing human rights abuses that the Bank engaged in illicit,

enhance the profit and the power and intention," Tr. 30:5-7 paragraph is a relevant admission government of Sudan." Tr. 30:8of the bank in relationship to the the "purpose of the violations to the issue of the bank's knowledge sanctions [which are] relevant to the bank to try to circumvent the relating to "the methods used by 10 (Paragraph 37 Illustration). (Paragraph 16 Illustration), and to Admit the paragraph in full. The paragraph describes economic Redact the paragraph in full. The

also characterizes or otherwise and its affiliates. The paragraph the alleged illicit acts by the GOS procedures that are irrelevant to probative to outweigh the risks of pertaining to how BNPP violated violation is probative of the Swiss fact of BNPP's sanctions Even if the Court finds that the element of the Swiss tort at issue U.S. sanctions violations that describes BNPP's awareness of confusion. unfair prejudice and jury those sanctions are insufficiently law tort, collateral details have no connection to any

available and provide necessary through the documents in which quoted statements are admissible, Furthermore, to the extent the context for the quoted statements. The originals documents are through the Statement of Facts. they originally appear and not they should be introduced

executives at BNPP New York and expressed concern that 40. In May 2007, senior officials at OFAC met with decision, in June 2007, to stop its U.S. dollar business with until this intervention by OFAC that BNPP made the asked that BNPP report its findings to OFAC. It was not BNPP Geneva that may have violated U.S. sanctions, and meeting, OFAC requested that BNPP conduct an internal Sudan in violation of U.S. sanctions. Shortly after this BNPP Geneva was conducting U.S. dollar business with investigation into transactions with Sudan initiated by

expert witness Cameron Hudson's and intention." Tr. 30:5-7 paragraph is a relevant admission genocide. of that regime caused the helped precipitate the downfall of stemmed the flow of dollarsinvestigation of BNPP-which sanctions [which are] relevant to relating to "the methods used by Admit the paragraph in full. The the Bank's conscious assistance (Paragraph 16 Illustration). the issue of the bank's knowledge the bank to try to circumvent the the Bashir regime, proving that testimony that the criminal This paragraph is also relevant to cause juror confusion as to what to external investigations into paragraph also includes reference no connection to any element of investigations. These issues have conduct resulting from these and characterizations of BNPP's about U.S. regulatory inquiries paragraph contains statements Redact the paragraph in full. The

law applies.

U.S. sanctions violations that may

the Swiss tort at issue. The

pertaining to how BNPP violated violation is probative of the Swiss unfair prejudice and jury probative to outweigh the risks of those sanctions are insufficiently law tort, collateral details Even if the Court finds that the confusion referenced above fact of BNPP's sanctions

separate matter that will be regarding Plaintiffs' proffered addressed in BNPP's motion Furthermore, the propriety of Cameron Hudson's testimony is a

Document 715-2

Filed 06/09/25

Page 45 of 52

Parties' Joint Submission Regarding Proposed Redactions of Bank's Stipulated Statement of Facts

approximately \$6.4 billion in illicit U.S. dollar transactions Sudanese business in June 2007, BNPP knowingly, cease this activity. From July 2006 until BNPP ended its Sudanese transactions in the spring of 2007 did BNPP that they otherwise would not have had. Even after July Sudanese banks with access to the U.S. financial system U.S. embargo and provided the Sudanese government and transactions involving Sudan significantly undermined the 41. BNPP's willingness to engage in U.S. dollar mvolving Sudan. intentionally and willfully processed a total of another year. Only after OFAC launched an inquiry into the transactions with Sudanese Sanctioned Entities for nearly cenduct, BNPP continued to process U.S. dollar megal, and that 6.5 ansactions with Sude орежения попопопа lid in fact apply to BNPP's

admission relating to "the of the bank in relationship to the of the bank's knowledge and to circumvent the sanctions methods used by the bank to try the redactions identified below. genocide. expert witness Cameron Hudson's This paragraph is also relevant to government of Sudan." Tr. 30:8enhance the profit and the power "purpose of the violations to of that regime caused the the Bank's conscious assistance the Bashir regime, proving that helped precipitate the downfall of stemmed the flow of dollarsinvestigation of BNPP-which The paragraph is a relevant Admit the paragraph subject to testimony that the criminal 10 (Paragraph 37 Illustration). 16 Illustration), and to the intention," Tr. 30:5-7 (Paragraph [which are] relevant to the issue

imposes a different scienter "knowing and willful" conduct 50(1), the U.S. requirement of requirement than Swiss Article To the extent U.S. criminal law

[Continued on next page]

violations that may cause juror inquiries and characterizations of paragraph also contains element of Swiss tort law. The element of the IEEPA violation, paragraph relates to the mens rea investigations into U.S. sanctions reference to external element of the Swiss tort at issue. BNPP's conduct resulting from statements about U.S. regulatory distinct from the mens rea which is legally and factually Redact the paragraph in full. The confusion as to what law applies The paragraph also includes have no connection to any these investigations. These issues

pertaining to how BNPP violated violation is probative of the Swiss fact of BNPP's sanctions Even if the Court finds that the confusion. unfair prejudice and jury probative to outweigh the risks of those sanctions are insufficiently law tort, collateral details

inapposite U.S. and Swiss legal 50(1) are distinct. Conflating criminal law and Swiss Article The scienter requirements of U.S.

conduct,"	in fact apply to BNPP's	illegal, and that U.S. law did	Sanctioned Entities were	transactions with Sudanese	BNPP that its U.S. dollar	• ", when it became clear to	Redact:	law.	exceeds the burden under Swiss
		experts.	regarding Plaintiffs' proffered	addressed in BNPP's motion	separate matter that will be	Cameron Hudson's testimony is a	Furthermore, the propriety of	the jury.	standards will inevitably confuse

Case 1:16-cv-03228-AKH-JW

Document 715-2

Filed 06/09/25

Page 47 of 52

63. In January 2006, a compliance officer at BNPP Paris analyzed BNPP's compliance with U.S. sanctions in figure of the APN ANDS cathement and wrote the following to a group of senior BNPP Paris compliance and business personnel:

position to uncover these transactions, to block countries that are under U.S. embargo: Sudan, which consists in omitting the circumventing the embargo? A practice does exist does not protect the bank totally, because the or the Initiating Party for the movement of funds other centers. However, the fact that SWIFT Operational Center in Paris, but it also exists in monitoring is practiced especially by the them, and to submit reports to the regulator. This Cuba, Han. This avoids putting BNPP NY in a for USD transactions regarding clients from Beneficiaries'/Ordering party's contact information Does ECEP run the risk of an allegation for and more sophisticated. investigative capacities of U.S. banks ... are more messages are not referencing the final Beneficiary combinition in transition

(Emphasis added). Also in January 2006, an ECEP employee at BNPP Paris asked a compliance officer at BNPP Paris, "who we lend adoney to the Cubans, the loans are generally made out in Dollars, except in a few exceptional cases. Could we be reprimanded, and if so, based on what?" The compliance officer responded to the

Admit the paragraph subject to the redactions identified below. The paragraph is a relevant admission relating to "the methods used by the bank to try to circumvent the sanctions [which are] relevant to the issue of the bank's knowledge and intention." Tr. 30:5-7 (Paragraph 16 Illustration).

Swiss law neither requires nor precludes the consideration of an accomplice's illicit acts. The fact that the Bank engaged in illicit, prohibited transactions—in violation of sanctions aimed at preventing human rights abuses in Sudan—is relevant to both "conscious assistance" and causation. The Bank can address any potential confusion between the Government of Sudan's illicit acts and its own through proposed jury instructions.

edact:

- "in light of the ABN AMRO settlement"
- ", Cuba, Iran"
- "Concerning Cuba It is true that we are not completely in

Swiss tort at issue. The paragraph element of the Swiss tort at issue. U.S. sanctions violations that describes BNPP's awareness of also characterizes or otherwise probative of any element of the and its affiliates. These are not paragraph describes economic Redact the paragraph in full. The unfair prejudice and jury probative to outweigh the risks of those sanctions are insufficiently pertaining to how BNPP violated violation is probative of the Swiss fact of BNPP's sanctions Even if the Court finds that the have no connection to any the alleged illicit acts by the GOS procedures that are irrelevant to confusion. law tort, collateral details

Furthermore, to the extent the quoted statements are admissible, they should be introduced through the documents in which they originally appear and not through the Statement of Facts. The originals documents are available and provide necessary context for the quoted statements.

ECEP employee and several other senior ECEP employees at BNPP Paris with a clear warning:

regulations."

line with the text of the US

even if sug comfortable with becoming a little less so. risk whi to its image and These profrom US auth Clearer, and it is a information re In we thought was non-existent is could not occur directi ssing transactions obliges us to obscure brities if this beha arding the USD (BNPP NY) , potential sition which BNPP is not nich, of course, offers a risk a risk for reprisals or was discovered, .. In a way, a

- "(Emphasis added). Also in a clear warning:" employees at BNPP Paris with several other senior ECEP BNPP Paris, "when we lend asked a compliance officer at employee at BNPP Paris to the ECEP employee and compliance officer responded based on what?" The in Dollars, except in a few loans are generally made out money to the Cubans, the January 2006, an ECEP be reprimanded, and if so, exceptional cases. Could we
- risk to its image and, and it is a position which obscure information regarding transactions obliges us to if such could not occur potentially, a risk for reprisals and which, of course, offers a "These processing which we thought was nondirectly In a way, a risk behavior was discovered, even from US authorities if this BNPP is not comfortable with, the USD (BNPP NY) Clearer,

Document 715-2

Filed 06/09/25

Page 49 of 52

Parties' Joint Submission Regarding Proposed Redactions of Bank's Stipulated Statement of Fa	ALMOSTED OF SELECTION A SELECTION OF SELECTION AND SELECTI

concern about the use of cover payments to conceal the responsible for ethics and compliance expressed his 64. In May 2006, the executive at BNPP New York Paris compliance officers that stated: compliance officer wrote an e-mail to several senior BNPP processed by BNPP New York. In response, a CIB Paris involvement of Sanctioned Entities in transactions to circumvent the sanctions methods used by the bank to try admission relating to "the [which are] relevant to the issue The paragraph is a relevant the redactions identified below. Admit the paragraph subject to existent is becoming a little less so."

stories to BNPP NY or to [U.S. Bank 1]. reality with the no win situation between telling working in USD in these zones or to disguise the sec the solution of going through another bank than or promising BNPP NY we do not wire transfer in only offers the choice between abandoning the BNPP NY for all transactions to these destinations. USD concerning Guba, Iran, Sudan J. Syria, I only If [the New York head of ethics and compliance] The other, less gratifying alternatives are to stop [cover payment] for movements in favor of clientele

government of Sudan." Tr. 30:8of the bank in relationship to the enhance the profit and the power "purpose of the violations to intention," Tr. 30:5-7 (Paragraph of the bank's knowledge and 16 Illustration), and to the 10 (Paragraph 37 Illustration).

- "Cuba, Iran,"
- "or Syria,"

element of the Swiss tort at issue. have no connection to any describes BNPP's awareness of also characterizes or otherwise and its affiliates. The paragraph procedures that are irrelevant to confusion. probative to outweigh the risks of those sanctions are insufficiently pertaining to how BNPP violated violation is probative of the Swiss Even if the Court finds that the the alleged illicit acts by the GOS paragraph describes economic Redact the paragraph in full. The unfair prejudice and jury law tort, collateral details fact of BNPP's sanctions U.S. sanctions violations that

available and provide necessary quoted statements are admissible, Furthermore, to the extent the context for the quoted statements. through the Statement of Facts they originally appear and not through the documents in which they should be introduced The originals documents are

Case 1:16-cv-03228-AKH-JW

Document 715-2

Filed 06/09/25

Page 50 of 52

BNPP's Failure To Timely Provide Relevant Information to the Governmen

subsidiaries and branches and cov countries subjec U.S. Department of Justice subsequent meeting, New York County Dist early as December 20 expanded, Paris, Long District Attorney's office, Bl regarding its potent 71. BNPP was of internal investigation into busi review t illicit confluct continued past the original agreed-upon January 1, 2002 through December eriod. fter BNPP discovered instances in which its n, Milan, Rome and Gen to U.S. sanctio notice of law enforcement concerns I sanctions violative conduct in as t Attorney's Office. In a when it was contacted by the (ly 2010 between BNPP and the and the New York County IPP agreed to conduct an ess conducted with s at a number of its ring the time period , 2009, including in va. The review was

witness Timothy Fogarty, who relevant to the opinion of expert from his transaction reviews. will testify about the findings Admit the paragraph in full. It is

paragraph also includes reference no connection to any element of conduct resulting from these characterizations of BNPP's regulatory inquiries and cause juror confusion as to what to external investigations into the Swiss tort at issue. The investigations. These issues have The paragraph describes U.S. including the section heading. Redact the paragraph in full, law applies U.S. sanctions violations that may

pertaining to how BNPP violated violation is probative of the Swiss Even if the Court finds that the unfair prejudice and jury probative to outweigh the risks of those sanctions are insufficiently law tort, collateral details fact of BNPP's sanctions confusion.

Dated: New York, New York	Admit the signature block in full.	Redact the paragraph in full. The
June 30, 2014	It is relevant and informs the jury that the Bank stipulated to these	signature block is not relevant to any element of the Swiss tort in
PREET BHARARA	facts.	question and risks juror confusion
		as to the applicable law. Even if
		the Court finds that the fact of
LESLIE CALDWELL		BNPP's sanctions violation is
Assistant Atturney General		probative of the Swiss law tort,
Criminal Division		collateral details pertaining to
		how BNPP violated those
JAIKUMAR RAWASWAMY		sanctions are insufficiently
Chief, Asset Forfature and Money		probative to outweigh the risks of
Laundering Section		unfair prejudice and jury
		confusion.
By: [Signature of Andrew D. Goldstein]		
Andrew D. Goldstein		
Christine I. Magdo		
Micah W. J. Spith		
(212) 637-2200		
By: [Signature of Craig Timm]		
Craig Timp		
Jennifer E Ambueh		
Trial Atto neys		
Asset Foresture and Money Laundering Section Criminal Division		
(202) 514-1263		

Case 1:16-cv-03228-AKH-JW Document 715-2

Parties' Joint Submission Regarding Proposed Redactions of Bank's Stipulated Statement of Facts Kashef et al v. BNP Paribas SA et al., No. 16-cv-03228

AGREND AND CONSENTED TO:	Admit the signature block in full.	Redact the paragraph in full. The
	It is relevant and informs the jury	signature block is not relevant to
After consulting with its attorney and pursuant to the plea	that the Bank stipulated to these	any element of the Swiss tort in
agreement entered into this day between the defendant,	facts.	question and risks juror confusion
BNPP, and the United States I, the designated corporate		as to the applicable law. Even if
representative		the Court finds that the fact of
authorized by the hoard of Directors of BNPP, hereby		BNPP's sanctions violation is
stipulate that the above Statement of Facts is true and		probative of the Swiss law tort,
accurate, and that had the matter proceeded to trial, the		collateral details pertaining to
United States would have		how BNPP violated those
proved the same beyond reasonable doubt.		sanctions are insufficiently
		probative to outweigh the risks of
[Signature block of BNP Parbas S.A.]		unfair prejudice and jury
		confusion.
APPROVED:		
We are counsel for BNPP in this case. We have carefully reviewed the above Statement of Facts with the Board of		
Directors of BNPP. To our knowledge, the Board of Directors' decision to stipulate to these facts is an informed and voluntary one.		
[Signature block of Sullivan & Cromwell LLP] Attorneys		